

OPERATIONS MANUAL

FY 2007

Virginia Department of Housing and Community Development

Division of Housing, Housing and Homeless Assistance Unit

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PROGRAM YEAR

Fiscal Year 2007 begins on July 1, 2006 and ends on June 30, 2007.

PROGRAM INTENT

The purpose of the Homeless Intervention Program (HIP) is to provide short-term rental or mortgage assistance and housing counseling to low income individuals and families (clients) experiencing a financial crisis due to no fault of their own. Individuals or families residing in a homeless shelter or transitional housing program are also eligible for the program under certain conditions.

HIP assistance is primarily intended to prevent homelessness. Secondarily the program is intended to improve money management skills and to enhance a client's ability to be totally self sufficient.

DHCD provides funding to local government or nonprofit agencies to ensure that HIP assistance and services are available to citizens in every jurisdiction in Virginia.

ELIGIBLE USE OF FUNDS

Funds are available to provide short-term rental, mortgage and/or security deposit assistance to low-income clients.

Grant funds are to be used to pay the salary, and benefits for a certified housing counselor (s) and some associated operations costs. At a minimum a HIP housing counselors must be persons with a bachelor's degree in a human services field or related field. Persons with an associate's degree in a related field and at least two years of related work experience can also be employed as a housing counselor.

An exception must be obtained from DHCD if a housing counselor was employed prior to the start of FY 06 and they do not meet this minimum requirement.

GENERAL EXPECTATIONS

- 1. The original Fiscal Year 2007 Grant Agreements must be signed and returned to DHCD by July 15, 2006. Payments will not be released until the agreements are received.
- 2. DHCD retains to right to redistribute TANF funds if it appears the funds are not being spent at an acceptable rate. DHCD staff will communicate with the grantee if it appears the funds are not being utilized.

DISBURSEMENT OF FUNDS

It is expected that grantees administer the program for 12 months. Each grantee receives state general funds to serve approximately 40 clients and provide 4 months of financial assistance to each client.

Funds are disbursed in the following manner as an incentive to not spend all the funds well in advance of the fiscal year.

State General Funds (SGF) can be drawn down as follows.

July 1, 2006 50% of the total grant award November 1, 2006 25% of the total grant award March 1, 2007 25% of the total grant award

If a grantee spends or obligates funds well in advance of the fiscal year, it is expected that a housing counselor will remain available to assist clients that continue to seek assistance.

TANF funds are available under a separate agreement.

TANF funds are available on a reimbursement basis only.

A TANF reimbursement request for the previous month expenses must be received by DHCD by the 15th of the month following the expenditure.

Grantees <u>must</u> use a FY 07 "Request for Disbursement" form. If a form from a previous fiscal year is used, it may not be processed.

On this form be sure to clearly indicate:

- your agency's (grantee) name;
- the amount of money you are requesting;
- your grant number;
- your Federal Identification Number;
- the dates the services were provided (TANF Form only)

Be sure the agency director or other authorized signatory signs the request. It can not be processed without a signature.

The "Record of Financial Assistance" form must be submitted with any "Request for Disbursement". A copy of the required form is attached.

Mailed or "faxed" reimbursement requests are allowable and must be sent to the grantee's assigned DHCD Program Administrator.

If your agency is not receiving funds via "electronic transfer", please sign up for an account as soon as possible. Go to the Virginia Department of Accounts web site:

http://www.doa.state.va.us/

The on the menu of options on the left hand side of the page you will see (EDI) which stands for Electronic Data Interchange. If you follow this link you will see how to set up an account. Once you have an account your funds are deposited directly into your bank account and you will not need to rely on the U.S. Postal Service for payment.

REPORTING

"Year to Date" statistical reports are due on a quarterly basis:

Time Period	Due Date	
July 1 - September 30, 2006	October 10, 2006	
July 1 – December 31, 2006	January 10, 2007	
July 1 – March 31, 2007	April 10, 2007	
July 1 – June 30, 2007	July 10, 2007	

Each report is a "Year to Date" Report and not a quarter specific report.

CONTACT INFORMATION

Joseph Speidel

Housing Program Administrator

Phone: (804) 371-7175

Email: Joseph.Speidel@dhcd.virginia.gov

DHCD's mailing address is:

Virginia Department of Housing and Community Development,

501 North Second Street Richmond, Virginia 23219

COMMUNICATIONS

A considerable amount of information and program updates are sent to grantees via E-mail. All GRANTEES are expected to have at least two E-mail accounts where they can receive these messages.

GRANTEES are expected to notify DHCD if there is any change in the E-mail address.

Because many messages are sent out as a "group" E-mail, some agency firewalls prohibit DHCD messages from coming through as they appear to the PC to be "spam". Please be sure your firewalls are configured to allow DHCD group messages to be received.

All grantees are expected to become members of the DHCD Homeless Programs group site at Yahoo.

http://groups.yahoo.com/group/DHCDHomelessPrograms/

In the files section are all the HIP forms that will be used by grantees. There are also many other features of this site that should be of benefit to our partner agencies. Staff are encouraged to visit this site on a regular basis.

MONITORING

DHCD staff will monitor use of HIP funds with a thorough review of all reports and back-up documentation submitted. In addition, DHCD staff may conduct on site reviews of administrative, financial and programmatic components. On site monitoring will be scheduled in advance.

If a grantee receives other DHCD homeless services grant funds, the on-site HIP monitoring will be conducted in conjunction with monitoring for the Child Care for Homeless Children's Program, State Shelter Grant and Federal Shelter Grant Program

A. Marketing

A1 Local Administrators (LA) must develop, implement and maintain a Marketing Plan to ensure that all appropriate community agencies, service groups and organizations within the contracted service area are aware of the HIP and how to make appropriate referrals. At a minimum the LA must develop and maintain working relationships with each appropriate emergency assistance and public social service agency in their service area. It is important that all local human service agencies and other appropriate organizations be informed and updated about HIP so they can make appropriate referrals. The LA will prepare, distribute and make available easy to read and understand basic information about HIP, i.e., who is eligible for services, the expectations of applicants, time frames, etc. This may be done through formal or informal community networking, the development and distribution of brochures or newsletters or through presentations to community groups and organizations. The faith community maybe a source of referrals and efforts should be made to contact those churches known to provide emergency services. A2 Each LA must be an active, contributing member of any local Continuum of Care planning efforts. LA's or agency representatives must be active contributing members of any local continuum of care planning efforts for several reasons. HIP is an important component of the service continuum. LA's should stress the importance of prevention and early intervention services and attempt to maximize the use of available community resources and leveraging opportunities. The term active will be defined by each respective CoC. Each CoC is structured differently and it is not possible to come up with a standard definition that would be suitable for each CoC. Generally speaking "active" means that the LA is present at the majority of the main CoC meeting, participates on committees, assists with writing the application if asked, etc.

B. Referrals and Screening

B1	The LA will ensure that any applicant, upon request, receives necessary program information.
B2	The LA will develop and make available documents (brochures, information sheets, etc.) that will provide the potential applicant with basic information about: o HIP in an easy to understand manner; o The specific criteria for admission into the program; o The documents and verifications that will be necessary for staff to make a
	determination o Client responsibilities and expectations
В3	Will ensure that no applicant is discriminated against because of his or her race, color, religion, sex, or national origin
B4	Will ensure that applicants have access to the program five days per week during normal business hours, excluding state or city/county holidays, and will ensure emergencies are handled expeditiously and all applicants are treated equitably and with sensitivity
B5	Will ensure that any agency staff person who is assigned to communicate with applicants or professionals about HIP are sufficiently trained to answer basic questions about the program,
В6	The LA will ensure there are formal procedures that are consistently utilized to screen all applicants for eligibility.

	The screening process shall be a simple and easy way for both the applicant and the Housing Counselor to determine if the applicant meets the minimum criteria for acceptance into the program.
	The screening process can not be designed to substitute for application process, denying the applicant to opportunity to appeal a final decision.
В7	Will make reasonable efforts to ensure that applicants have not previously received HIP assistance
B8	Will ensure that no applicant is denied permission to complete an application.
	However there may be limits on the number of times an applicant may apply to the HIP within a defined time period. The limits, time frames and the re-application criteria are to be determined by the LA (and approved by DHCD) and are to be clearly stated in appropriate HIP documents and made available to applicants who have been denied acceptance into the program.
B9	Will make available a listing of all other relevant community resources,
B10	Will assist the applicant to locate other community resources if they are denied admission into the program,
B11	Will communicate openly and realistically with an eligible applicant if there are no funds available and when funds might become available,
B12	Will ensure that each applicant is aware that HIP assistance is one-time, time-limited opportunity and that it is prohibited for a household or individual to receive HIP assistance more than once.
	However, in an exceptional situation, LA's have the option of submitting a formal request to the DHCD Program Administrator for a waiver to the once in a lifetime policy. The following criteria must have been met for the applicants to be considered for SHARE HIP assistance a second time. O It has been at least 36 months since the last time the individual or household has received assistance.
	 The client must have successfully completed the program the first time. Specifically they must have worked satisfactorily towards attaining the goals in their self-sufficiency plan, they must have paid back any loans on time, demonstrated a cooperative attitude, etc.
	o The same eligibility criteria must be used to determine if an applicant is eligible.
	The DHCD Program Administrator must support a decision to provide assistance a second time.
B13	When clients move from one jurisdiction to another, the two involved LA's will work cooperatively with other LA's on client related matters.
	cooperatively with other LA's on chefit related matters.
	There will be occasions when an applicant resides initially in the jurisdiction of one LA,

	applies for assistance, is approved, and then chooses to live in the jurisdiction of another LA. While there are no hard and fast rules for these situations it is expected that the two
	involved LA's will communicate openly about the client and negotiate the most
	reasonable/feasible response. Generally speaking the client should be served by the LA
	that is responsible for the jurisdiction they choose to reside in.
B14	The approved "Admissions Process" is found on Appendix A. Any significant deviations
	from this process must be approved by DHCD.

Key Points

- The intent is to be as sensitive as is possible to the needs of the applicant and to assist each applicant to the greatest extent possible regardless of whether they are eligible or not. Applicants maybe under considerable stress and confusing, misleading information or vague assurances will only compound their difficulties. Ideally the Housing Counselor will be able to assist ineligible applicant directly, but if this is not possible, a knowledgeable and professionally trained staff person should be available to provide support and referrals to other community resources.
- As stated, HIP is a one-time opportunity with a defined time limit of nine months. The program does have a degree of flexibility for those clients who have demonstrated a sincere effort to become self-sufficient and wish to stop receiving services before the end of the 9 month time period. For clients who have worked cooperatively with the HIP staff to fulfill their self-sufficiency goals it may be advisable to keep the case open for the full nine months rather than close the case prematurely. We know that clients often remain in a fragile financial state of affairs and may need more financial support than they anticipated, or experience another unforeseen financial crisis.
- ² The term applicant will be used throughout this document to identify any individual or family who is or has applied to be accepted into the HIP but has not yet been approved to receive services.

C. Eligibility Criteria and Verification Methods

In order to be eligible for HIP, applicants must meet the flowing criteria.

They must be in a temporary financial crisis because of unavoidable circumstances.

The current financial crisis must not be part of a chronic problem.

Examples of such crisis include, but are not limited to:

• A serious accident

- A serious illness
- A job lay off or reduction
- Unexpected termination from employment
- A delay in approved benefits

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	Loss of day care or transportation for employment
	• Homelessness
C2	If they reside in permanent housing they must be in imminent danger of losing their
	home or apartment.
C3	Applicants who are homeless or a victim of domestic violence may be eligible for the
	program if they;
	 have demonstrated the capacity and willingness to be fully self-sufficient
	• are prepared to meet the challenges of self-sufficiency presenting evidence of
	employment or participation in job skills or training programs
	• are living in a shelter, or are temporarily living in housing not intended for more
	than one family on a permanent basis, and
	• are recommended by a shelter/TH administrator or the clients case manager.
C4	They must not have an "untreated" serious emotional, mental, behavioral or substance
	abuse disorders which seriously limit or preclude their ability to become self-sufficient
C5	They must have liquidated <u>all</u> their own personal financial assets and utilized other
	available sources of assistance.
	Ear argued a some applicants have sured more out, other than their home and have
	For example, some applicants have owned property, other than their home, and have
	refused to sell the property. If the income from the sale of their other real estate would
	resolve their financial crisis, then they would be expected to sell the property. They
C	would not be eligible for HIP assistance.
C6	They must be within the maximum income limits of 80% of the area median income as
C7	published by the U.S. Dept. of Housing and Urban Development.
C/	They must not have previously received HIP assistance from this LA or any other LA in
	Virginia. This includes co-applicants or other adults who lived in the household that has
Co	previously received HIP assistance. They must be willing to fulfill the expectations of the HIP.
C8	They must be willing to fulfill the expectations of the HIP.
C9	Applicants who are experiencing serious legal difficulties that could result in a jail or
	prison sentence are considered a high risk and must be considered on a "case by case"
	basis. The DHCD HIP Coordinator must be consulted in these cases before a
	determination is made.

Key Points

• SHARE HIP is intended to be a homeless prevention and early intervention program. However due to limited resources, eligibility is restricted to those low-income individuals and families who truly are experiencing an unanticipated financial crisis and are able and willing to be self-sufficient. This program cannot serve all people who are homeless or at risk of homelessness.

Experience has shown that there are a great many individuals/families who are in a desperate financial situation but despite their compelling pleas for help, HIP assistance is not appropriate. HIP is a "housing" program and not a "social service" program. The following are examples of situations that do not meet the criteria for admission into the program.

- o A man walking home drunk from a bar late at night gets hit while waking on the highway. His injuries cause him to lose his job;
 - o A single mother with two children becomes pregnant and feels she can no longer work;
- o A woman just moves to town from another state, is staying at a hotel and says she is fleeing her abusive boyfriend;
 - o A man works at a chicken processing plant and is laid off during the slow "turkey" season;

The key factors to consider are, is the crisis temporary and unavoidable and not part of a chronic or unsubstantiated problem.

- Applicants must demonstrate a commitment to work with the Hip staff and adhere to the program guidelines and expectations. Sacrifices must be made and clients accepted into the program must be willing to re-examine their personal skills, abilities, lifestyle and values and understand the differences between "needs" and "wants".
- Applicants who are seasonal workers, i.e., fishermen, people who work in amusement parks, the poultry business, etc., are generally not considered eligible unless a financial emergency develops during the typical working season.

For example, a person who works fulltime at an amusement park when the park is open is not eligible to receive services in the months when the park is closed and they have not planned for their layoff from employment. HIP funds are not intended to help an applicant make it through the "off season" until they can work again at their seasonal position. This chosen lifestyle requires that an applicant budget wisely and save their earnings for the "off season".

- When calculating an applicants income, the current gross income (earned and unearned) of all household members 18 years of age and older will be counted. The total household cannot exceed the U.S. Dept. of Housing and Urban Development's (HUD)'s low-income limit. If no member of the household is working at the time of application, and there is no form of "benefit" income, the household income is "zero". Review of the previous month's income can also be used to determine income.
- LA's must verify both the temporary nature of the financial crisis and the unavoidable circumstances that led to the financial crisis. Statements from physicians, employers, the Virginia Employment Commission, the Social Security Administration, Departments of Social Services and other third party sources are required.

D. Eligibility Determination

D1	A housing counselor and at least one other person must carefully review each client
	application to determine eligibility

In determining eligibility, the LA must first determine the client has not received HIP

assistance previously and that they fall within the approved income and FMR guidelines. Additionally the LA must use the forms provided by DHCD that are listed below.

- o Application Form
- o HIP Eligibility Evaluation Form
- Current Month Budget Form

After an applicant submits a formal application, the housing counselor may not make unilateral decisions regarding eligibility. Eligibility determinations will be performed by a committee upon review and discussion of an application for HIP financial assistance. In the case of an emergency, a minimum of two members of the committee may determine eligibility.

There must be written documentation of the committee's decision in each case file and signed by the committee members.

D2 Required Verifications

The following are ways in which an applicant's claims and statements can be verified.

For Renters

A copy of an unlawful detainer or a Pay or Quit Notice is required. Evidence of the monthly rental or lease payment is also required and the amount that is in arrears.

For Homeowners

A notice from the mortgagor stating the homeowner is at least 30 or 60 days behind in their mortgage payment is required. There also needs to be clear evidence of the scheduled monthly mortgage payment and the total amount of mortgage payments in arrears

For people who are homeless or victims of domestic violence shelter or in some other form of temporary housing.

- o If the applicant is living in a homeless facility or a domestic violence shelter, phone or written contact with the shelter is required.
- If the applicant is staying with relatives or friends, a written statement from the relatives or friends is required. These applicants may only be considered as applicants if:
 - a) they are putting the friend/relative at risk of losing their housing, or
 - b) it can be verified they are living in a dwelling not designed to house the applicant, i.e., the applicant and his wife and two children are living with his parents in a one-bedroom trailer.
- o If the applicant is living "on the street" without housing, but has chosen not to become involved with any area homeless programs, they are not eligible.
- O Applicants residing in a "State-run" programs/institutions are not eligible.

The need for and amount of security deposit(s) rental assistance must be verified with a written statement from the landlord or utility company.

In many cases, one form of verification would satisfy the requirements. For example, if the unavoidable circumstance were an accident or illness, a physician's statement describing the accident or illness and the length of time the patient will be incapacitated would verify both requirements.

E. Income Limits

E1	The applicant must be within the maximum income limits.
E2	In determining income, the current monthly gross income (earned and unearned) of all
	household members 18 and over will be counted and cannot exceed the HUD 80%
	income limit.
	• If no household member is working at the time of the application, and there is no
	type of "benefit" income, (i.e., SSDI or other) the household income is zero.
	• If a household member just started working, convert the weekly income to a
	monthly income to determine eligibility.
	• If the applicant is self-employed, use the adjusted gross income from the latest tax
	return as the gross income.
E3	Income must be verified by such means as copies of pay stubs, statements from
	employers or other reliable sources, income tax statements, etc.
	• If no income was received during the crisis period, the applicant's statement can be
	accepted unless there is reason to doubt the accuracy of their statements.

F. Personal Resources

F1	The applicant must have exhausted their own personal resources and all other forms of
	assistance such as energy assistance, local funds, etc.
F2	Both liquid and non-liquid resources, such as cash, checking and savings account,
	TSA's, and real estate, personal possessions of all household members will be counted
	to determine eligibility.
F3	The total resources cannot exceed the amount needed to pay basic living expenses such
	as food, utility bills, loans, or other necessities as determined by the applicant and the
	LA.
F4	The applicant must not have previously received HIP assistance from this or any other
	agency in Virginia.

Key Points

 LA's should communicate with other agencies or groups who provide similar services to develop a referral system and determine who will provide what assistance under what circumstances.

- LA's should become part of the local service network to verify other resources that the applicant has applied for is eligible.
- Agency records can be used to verify that assistance was not previously received from the agency. The applicant's statement can be accepted to verify that assistance was not previously received from other organizations.
- Applicants may present bank statements or other documents with zero balances for checking, savings or TSA accounts. The applicants statement can be accepted at the discretion of the LA
- Applicants must have applied for all other reasonably accessible resources, such as energy assistance, local funds, etc.
- An applicant may present documents showing receipt of application for other types of assistance. The applicant's statement can be accepted at the discretion of the LA. Contact with local department of social service or local nonprofit organizations should be made if the housing counselor is uncertain.
- It should be understood that the applicant must make adjustments in their personal lifestyle and spending habits if they are requesting to receive SHARE HIP funds. Applicants cannot be accepted when they are still making payments on valuable luxury items such as recreational vehicles, a luxury automobile, or if they have other non-essential expenses such as cable television, internet access, beepers, standing nail and/or hair appointments, etc. The LA must make a determination based on the applicant's situation, and what is deemed to be reasonable and appropriate expenses given the circumstances.

G. Type and Amount of Assistance

There are three types of financial assistance: rental, mortgage and security deposit. A HIP recipient may receive both rental and security deposit assistance. (Referrals for supportive services may be made even if no financial assistance is offered.)

Rental Assistance:

G1	The maximum amount of rental assistance that can be approved is the client's monthly
	rent up to 100% of the Fair Market Rent.
G2	Clients are limited to a total of nine months of assistance with either six months
	payments in arrears or six months of future rent payments.
G3	Payments for arrearages may be provided in a lump sum. Future payments depend on a
	recipient's compliance with her/his self-sufficiency plan and a monthly contact with the
	LA
G4	All recipients of rental assistance must have a written lease agreement.
G5	All rental assistance is provided as a grant only. This is a change from previous fiscal
	years when rental assistance could be offered as loan.
	 LA's may encourage the repayment of rental assistance, but may not require
	repayment as a condition for receiving HIP assistance.

	o If repayment of rental assistance is encouraged, it must be encouraged for all clients who receive this type of assistance
G6	Payments may be made to relatives who are landlords under the following conditions. O A "relative" is defined for this purpose as: parents, grandparents, siblings, uncles, aunts, or any other individual or family that has served as a primary caregiver when the applicant was a minor child. O The "relative" must legitimately be in the apartment rental business, have two or more rental units and the units cannot be in the place of the residence of the landlord.
	o The client must sign the formal lease and be subject to the same eviction process as any other person/family renting from the landlord.
	The LA can request a waiver to this policy for exceptional situations. The DHCD HIP Coordinator will consider formal written requests on a "case by case" basis.
G7	All payments must be made to a vendor and under no circumstances will payments be made directly to clients.
G8	Rental assistance and security deposit assistance applications must be processed within 15 working days from the receipt of all necessary documents and other information necessary to determine eligibility for HIP assistance. If the process unavoidably takes more than 15 days, then the reasons should be clearly documented in the client file.

Mortgage Assistance

G9	The maximum amount of mortgage assistance that can be provided is the clients monthly mortgage amount up to 150% of the Fair Market Rent
G9	Clients are limited to a total of nine months of assistance with either six months payments in arrears or six months of future mortgage payments.
G10	Payments for arrearages may be provided in a lump sum. Future payments depend on a recipient's compliance with his/her self-sufficiency plan and monthly contact and the LA.
G11	HIP mortgage assistance is restricted to the recipient's primary residence and must be occupied by the recipient.
G12	Mortgage assistance is provided in the form of a no interest loan that may be deferred for a period of time.
G13	HIP funds used to provide loans to prevent foreclosure on mortgaged property must be secured by a lien on the property if the total amount of HIP funds obligated exceeds \$2,500.
	The debt must be recorded with the Clerk of the Court in the jurisdiction where the property is located. Recording fees may be charged to program costs, but should be separate from the program recipient's assistance.
	LA's cannot limit or deny HIP assistance if the loan request exceeds \$2,500.

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G14	Funds used to provide loans to prevent foreclosure on mortgage property where the
	total amount of obligated funds is \$2,500 or less maybe secured with a formal signed
	agreement and a promissory note. LA's may place a lien on properties for mortgage
	loans of \$2,500 or less if they choose as long as the policy is consistently applied and
	the client is informed during the application process.
G15	All loans are provided at a 0% interest rate and payment schedules are set according to
	a client's ability to repay.
G16	LA's can not use "debt set-off" or garnish wages to recapture loan funds.
G17	Loan documents must be executed and the deed of trust recorded with the court in the
	jurisdiction where the property is located.
	This allows the LA to secure up to the maximum amount permitted. The actual
	debt however is the total of all funds disbursed during the period of financial
	assistance.
G18	The following documents are part of the HIP mortgage loan closing
	• Agreement
	Promissory Note
	Good Faith Estimated of Settlement Charges
	Settlement Agreement
	Notice of Right to Cancel
	 Acknowledgement of Receipt of ECOA, RESPA and TILA
	notices and disclosures
	Truth in Lending Disclosures
	Deed of Trust or Credit Line deed of Trust
	Borrower's Certification Re: Rescission
	Copies of the required documents are found as an attachment to this manual.
G19	Manufactured housing units (mobile homes) are considered personal property. HIP
	loans for payments on these units are secured with an Agreement and a Promissory
	Note, regardless of the dollar amount of HIP funds obligated.
G20	Because these are secured loans, the LA should verify that the applicant is the sole
	owner of the property. If there are additional owners who do not reside in the property,
	the LA should verify their willingness to sign the Note and Deed of Trust.
	,
	If signatures of all owners cannot be obtained, the LA must obtain permission from
	DHCD to proceed with an unsecured note.
	Mortgage assistance applications must be processed within 30 working days from the
	receipt of all necessary documents and other information necessary to determine
	eligibility for HIP assistance.

Security Deposits

G21	The maximum amount of security deposit assistance that can be provided is the amount
	of the rent deposit, utility deposit and the key deposit (any one or a combination) that is
	needed to secure permanent housing, providing the total security deposit assistance
	does not exceed 150% of the Fair Market Rent.
G22	Security deposits are provided in the form of a grant.
	 LA's may encourage the repayment of security assistance, but may not require
	repayment as a condition for receiving HIP assistance.
	o If repayment of rental assistance is encouraged, it must be encouraged for all
	clients who receive this type of assistance

Key Points

- Security deposit assistance given to homeless applicants or to those currently in an
 unacceptable living situation may be combined with rental assistance as long as the total
 amount of either rental or security deposit assistance does not exceed 150% of the Fair
 Market Rent.
- The costs of credit reports may be included as part of HIP financial assistance. Application fees for apartments cannot be paid with any type of HIP assistance.

H Self Sufficiency Plan

H1	Once an applicant has been determined eligible, the housing counselor must complete the Self-Sufficiency Short Terms Goals Form with the active participation of each client.
	This is a negotiated process and it is important to teach a client to set goals and be held accountable. This form is a monthly compilation of needs and services provided to all family members in a recipient case and is an integral part of the housing counseling component of the program.
	Housing counselors are to determine, to the best of their ability the realistic length of time it will take to assist a recipient to become self-sufficient.
H2	LA's should not obligate HIP assistance on a month to month basis, but should obligate the total amount total of funds needed, up to the program limits, to assist the client to become self sufficient.
Н3	Each month the housing counselor, together with the client, must review the recipient's self-sufficiency plan and financial status prior to releasing funds for the next month's rent or mortgage payment. If appropriate, this contact may be by phone.
H4	Clients who are not cooperating with staff and not complying with the Self-Sufficiency plan must be terminated from the program.

Prior to termination reasonable attempts must be made to notify the client they will be terminated unless they agree to comply with program requirements. If there is continued non-compliance then the clients must be notified in writing that they have been terminated and are no longer eligible for HIP assistance.

Self-sufficiency plans can be modified with mutual consent of both the LA and the client.

I Appeals Procedure

I1	There must be a multi-level formal appeals procedure for HIP.
I2	All applicants who are denied HIP assistance must be informed in writing of why they were denied service and their right to appeal and the process by which they may appeal.
	An appeal is not appropriate until a complete application for HIP assistance has been submitted, reviewed and denied.
	If an applicant has completed a preliminary intake and submitted an application for HIP assistance, there is no denial of HIP assistance until a team or committee has reviewed the application and denied assistance.
13	Individuals who have taken part in the eligibility decision cannot be responsible for making a final determination.
I4	DHCD Program Administrators are not to be considered as a part of the appeals process. Every effort should be made to allow applicants to speak to a senior agency administrator.
	If a client insists on speaking to a DHCD Program Administrator, the contact information should only be released by the agency director or his/her designee.
	A LA may consult the Program Administrator if there are any unusual circumstances, but should not recommend that the client contact the Program Administrator if they are not satisfied with the decision.

PROGRAM ADMINISTRATION

J Staffing

J1	The LA will insure that no HIP employee is discriminated against on the basis of
	race, color, religion, sex or national origin in any phase of employment
J2	At a minimum, the equivalent of at least one full-time housing counselor must be provided for HIP for a twelve month time period.

J3	There will be a written job description for the primary HIP Housing Counselor (s). This job description will clearly state:
	o Job responsibilities and expectations: o The requirement to become a certified Housing Counselor: o The requirement of a Bachelor's degree, preferably in a human service or field related to the work of the position or experience in fieldwork that is equivalent to higher education.

Key Points

- Each housing counselor is required to attend training programs sponsored by DHCD in housing counseling techniques and procedures when such training is offered.
- Other key staff are required to effectively administer HIP such as a program coordinator, an account clerk, and at least one support staff. These staff may not need to devote full-time to HIP, but should be available as needed and appropriate.
- Housing counselors are not expected to provide other forms of supportive counseling services, i.e., family counseling, mental health counseling, etc. When it is clearly evident that these services are needed, housing counselors are strongly encouraged to make the appropriate referrals.

K Payments

K1	All assistance will be paid to vendors (landlords, financial assistance, utility companies) on behalf of HIP recipients.
	No assistance will be paid directly to HIP recipients.
K2	A Vendor Authorization of Payment form must be signed by the landlord or mortgage company before payment of arrearages, late fees, current rent or mortgage payments and/or security deposits.
	Landlords must agree not to evict the tenant for nonpayment or late payment of rent for the period of time for which the payment is being made. Landlords who are receiving a deposit must agree to accept the tenant and execute a lease and return the balance of any security deposit plus accrued interest to the LA.
К3	All arrearages may be paid in one lump sum, but all future rental and mortgage payments may only be paid one month at a time, with the next payment contingent on the HIP recipient's compliance with his/her self-sufficiency plan.
K4	When an applicant is determined eligible for any type of HIP financial assistance, the total amount for which the household is eligible should be considered obligated.
	For example, a client is eligible for four months in arrearages totaling \$400 and five

	months of future payments totaling \$500, \$900 should be considered obligated.
	If the client does not need a full amount of funds that were obligated (delayed benefits were paid, wins the lottery or does not cooperate with staff or follow self-sufficiency plan, etc) the remaining funds maybe de-obligated making the remaining funds available for other applicants or clients.
K5	LA's must establish a payment system that will track obligated funds and payments, will account for all programs funds and will generate accurate reports on a timely basis.
K6	HIP cases must be closed within 90 days of the date of the final payment. Recipients should be notified in writing that no additional HIP financial assistance will be forthcoming.
K7	Rental and security deposit assistance applications must be processed within 15 working days from the receipt of all necessary documents and other information necessary to determine eligibility for HIP assistance.
	Mortgage assistance applications must be processed within 30 working days from the receipt of all necessary documents.

Key points

- LA's will request disbursements from DHCD on a schedule specified in the Grants Agreement. With DHCD's approval, additional requests for disbursements may be processed to meet unusual circumstances or expenditures.
- For agencies serving more than one jurisdiction, there is no required "set-aside" funding amount for any jurisdiction. Local HIP agencies may make a decision to budget funds based on land boundaries with the understanding that each jurisdiction is to be treated equitably.

L. Collections

L1	The LA will develop and maintain a formal written procedure for collecting loans
	that will be made available to clients upon request.
L2	If at any contact point, a forbearance (agreement to temporarily discontinue
	payments) or altered payments schedule is agreed upon, it should be put in writing
	and signed by both parties.
L3	Loan money that is collected is to be retained by the LA and tracked separately from
	other program funds.
L4	The amounts of assistance provided using recaptured funds can not exceed the
	aforementioned maximums for rent/mortgage or security deposit payments.
L5	Half of the collected funds may be used to cover administrative expenses, while the
	other half must be allocated to the provision of additional loans or grants.

- The LA may write off delinquent loans as soon as 60 days from the termination of services or pursue the loan for years, provided the procedure is documented, and applied consistently to all clients.
- <u>Foreclosure is not an option that will be pursued under the HIP program.</u> The lien will remain in effect and the agency may receive full or partial repayment when the property is transferred.

M Record Keeping and Reporting

MI Kec	M Record Keeping and Reporting	
M1	LA's must develop and maintain individual client files that must be secured to	
	assure privacy and confidentiality.	
M2	Client files will contain:	
	• The self-sufficiency plan	
	• Documentation of contacts	
	• Documentation of referrals to other sources	
	• Records for all funds disbursements and collections of loan payments if applicable.	
M3	Client files must be secured for five years after termination of services to the client	
	or after a clean audit.	
M4	LA's must maintain all records for funds disbursements and collections of loan	
	payments if applicable. Financial statements including independent audits, as	
	available, are submitted to DHCD on an annual basis. A separate set of accounts for	
	tracking HIP funds is required.	
M5	LA's must complete and submit the HIP reports as required in the Grant Agreement.	
	Failure to submit these reports in a timely manner may result in a delay in a financial	
	disbursement or in extreme cases a change, suspension or termination of the	
	Contract Agreement.	
M6	All financial records must be maintained according to generally accepted accounting	
	methods. DHCD will require the submission of the agency audit or audited financial	
	statements for the years in which the program operates, which includes a separate set	
	of accounts for tracking HIP funds.	

Key Points

- Each LA will be monitored according to a schedule set by DHCD. Monitoring will include programmatic, administrative and financial elements.
- LA's must use the forms provided by DHCD to determine eligibility or to administer financial assistance, such as Vendor Authorization and Mortgage Loan/Security Deposit Forms

N Deadlines

N1	HIP clients must be formally terminated (in writing) from the program within 90 days of the final payment.
N2	Rental assistance and security deposit assistance applications must be processed within 15 working days from the date of application.
N3	Mortgage assistance applications must be processed within 30 days from the date of application and required documents.
N4	LA's are expected to process all applications as quickly as possible

Homeless Intervention Program

Application Form

The Homeless Intervention Program (HIP) is a housing program designed to prevent homelessness for low-income individuals or families who are in temporary financial crisis due to unavoidable circumstances. The current financial difficulties cannot be part of a chronic or longterm pattern you or your family has had managing your personal finances. Individuals or families must also be able to demonstrate they have been self-sufficient previously and are willing to do the work necessary to become fully self-sufficient again.

The HIP staff will use the information you provide here to determine if you are eligible to receive financial and counseling assistance. Please answer these questions to the best of your ability. Please do not hesitate to ask the staff if you need help completing this form.

General Information			
Applicant	Co-Applicant		
Name:	Name:		
Race	Race		
□ White	□ White		
☐ Black/African American	□ Black/African American		
□ Asian	□ Asian		
□ American Indian/Alaska Native	□ American Indian/Alaska Native		
□ Asian & White	□ Asian & White		
□ Black/African American & White	☐ Black/African American & White		
□ American Indian/Alaska Native &	☐ American Indian/Alaska Native &		
Black/African American	Black/African American		
□ Other Multi-Racial	□ Other Multi-Racial		
Nationality	Nationality		
□ Hispanic	□ Hispanic		
Age:	Age:		
Sex: □ Male □ Female	Sex: □ Male □ Female		
SSN:	SSN:		
Phone number:	Phone number:		
Marital Status:	Marital Status:		
U.S. Veteran □ yes □ no	U.S. Veteran □ yes □ no		
Address where you currently live			
Street:			
	T. C. 1		
City: State	Zip Code		
Current Mailing Address			
Street or PO Box #:			
City: State	Zip Code:		

Current financial crisis

My/our financial crisis is the result of:
□ A serious accident □ A serious illness □ A delay in receiving approved benefits □ An unexpected job lay off, reduction in hours or termination of employment □ An unexpected loss of day care or transportation □ Homelessness □ Other:
Please describe the nature of your crisis in detail. Please use other side if this page if additional space is needed:

Employment Information

Applicant	Co-Applicant
Employment Status:	Employment Status:
□ Work Full Time □ Laid Off	□ Work Full Time □ Laid Off
□ Work Part Time □ Unemployed	□ Work Part Time □ Unemployed
□ Retired □ Other	□ Retired □ Other
Income	Income
Annual: Monthly:	Annual: Monthly:
Hourly:	Hourly:
Hours worked per week:	Hours worked per week:
Income Source (List all)	Income Source (List all)
□ Wages □ Social Security	□ Wages □ Social Security
□ TANF □ Unemployment Ins.	☐ TANF ☐ Unemployment Ins.
	□ SSI □ SSDI
☐ Other, please describe:	☐ Other, please describe:
If you are laid off or unemployed, for how	If you are laid off or unemployed, for how
long?	long?
□ 1-4 Weeks □ 5-12 Weeks	□ 1-4 Weeks □ 5-12 Weeks
\Box 13 – 26 Weeks \Box 27 Weeks or more	\Box 13 – 26 Weeks \Box 27 Weeks or more

If you are unemployed, describe your efforts to get another job:	If you are unemployed, describe your efforts to get another job:
List Employers for the Previous 3 Years	List Employers for the Previous 3 Years
Employer:	Employer:
Dates of Employment: to	Dates of Employment:to
Reason for leaving:	Reason for leaving
Amount Earned:	Amount Earned:
Employer:	Employer:
Dates of Employment: to	Dates of Employment: to
Reason for Leaving	Reason for Leaving
Amount Earned:	Amount Earned:
Employer:	Employer:
Dates of Employment: to	Dates of Employment: to
Reason for Leaving	Reason for Leaving
	Amount Earned:
Amount Earned:	
What is the highest school grade completed? 1 2 3 4 5 6 7 8 9 10 11 12	What is the highest school grade completed? 1 2 3 4 5 6 7 8 9 10 11 12
Degree:	Degree:
College 1 2 3 4 5 6 Degree:	College 1 2 3 4 5 6 Degree:
Are there any physical, mental, or other health	Are there any physical, mental, or other health
conditions that limit the kind of work you can do?	conditions that limit the kind of work you can do?
□ Yes □ No	□ Yes □ No
If yes, please describe:	If yes, please describe:
Are you currently receiving any disability	Are you currently receiving any disability
Income: □ yes □ no	Income: □ yes □ no
Have you ever been denied? □ yes □ no	Have you ever been denied? □ yes □ no

Household Information		
Other people living in the household		
Name:	Age:	Monthly income:
Housing		
What best describes your current housing	ng arrangement:	
□ Own my home/trailer □ Rent n	ny home/apartme	ent/trailer
☐ Live with relative or friends and be	ing asked to leav	e.
☐ Live in a shelter or transition living	g program for peo	ople who are homeless
☐ Live in a shelter for victims of dom	nestic violence	
☐ Homeless, live outdoors, in car, oth	ner.	
Have you ever lost your housing before: □ yes □ no		
If yes, please describe the date and the reasons:		
	. 1	
Have you or another household member received HIP or other rental, mortgage and/or security deposit assistance from this agency or other agencies in the past six months?		
□ yes □ no		
If yes, please describe the date, the nam	ne of the agency	and reasons:

Type of assistance needed		
RENTAL	Number of months I am behind in my rent payments	
	Yes No I have received a legal notice that I am going to be evicted.	
	\$ The total amount I owe in back rent and late fees	
	\$ The regular amount I pay in rent	
MORTGAGE	Number of months I am behind in my mortgage payments	
	Yes No I have received a legal notice that my home will be in foreclosure.	
	\$ The total amount I owe in back mortgage and late fees	
	\$ The regular mortgage payment	
HOMELESS	\$ Amount needed for deposits. (security and/or first month rent)	
ASSISTANCE	\$ Amount requested for rental assistance	
	If currently living with friends or family members, describe why you	
	must move out:	
How did you lea	rn about the Homeless Intervention Program:	
□ Newspaper	□ A friend or family member □ Other:	
□ Referred by:		
•	complete this application before having a meeting with staff, you do not application until you fully understand the program guidelines and	
□ yes □ No	I have been provided with information about the program and expectations.	
	I understand if I am accepted into for this program that I will be required to sufficiency plan I will help to create and that continued financial assistance is my compliance with this plan.	
□ yes □ No will be expected to	If the financial assistance is given to me in the form of a loan, I understand I o repay the loan.	
□ yes □ No	I agree that I will not ask for discharge of this loan in any bankruptcy	

□ yes □ No I understand that a credit repo	ort may be required.
□ yes □ No I understand that if my person significantly, I must contact the SHARE HIP state	nal and/or financial circumstances change ff as soon as possible.
☐ yes ☐ No I give the SHARE HIP staff precise werify my eligibility for participation in the programmer.	permission to make the necessary contacts to ram.
By signing this document I indicate that the inforthat I understand the requirements of the program Homeless Intervention Program staff. If I have we to cooperate with staff, I understand I will be territorial.	n and that I agree to cooperate with the SHARE villfully provided false information or choose not
Applicant	Date
Co-Applicant	Date
SHARE HIP Staff Member	Date

Homeless Intervention Program

ELIGIBILITY EVALUATION

Client	Name: _			
Detern	nination:	approved denied		
	-41. 14			
	Housing Eligibility (check only those that apply)			
YES	NO	HIP Requirement		
		The client has an Unlawful Retainer.		
		The client has a Pay or Quit Notice.		
		The client has a 30 Day Mortgage Notice.		
		The client has a 60 Day Mortgage Notice.		
		The client has housing within Fair Market Guidelines.		
		The client's condition of homelessness is verified.		
		The client's security deposit is verified.		
		Other:		
		bility (check only those that apply)		
YES	NO	HIP Requirement		
		The client has presented proof of their current income.		
		The total monthly income of the household is within guidelines		
		ck only those that apply)		
YES	NO	HIP Requirement		
		ALL other available family and community resources have been		
		exhausted?		
	The client has completed has completed the evaluation of their month			
	income and expenses.			
Natur	_	Unavoidable Financial Crisis (check only those that apply)		
		ous accident		
	A serious illness			
	A job layoff or reduction			
	Unexpected termination from employment			
	A delay in approved benefits			
	Loss of day care or transportation for employment			
	Homelessness			
	Other:	(describe)		
HI	P Housi	ng Counselor Date		

Homeless Intervention Program Income/Expense Statement

Clients Current Financial

Situation

Applicant

Income Source	Monthly Net Income
Wages/Salary	
Benefits	
Food Stamps	
Child Support	
Other	
Total Amount	

Co-Applicant

Income Source	Monthly Net Income
Wages/Salary	
Benefits	
Food Stamps	
Child Support	
Other	
Total Amount	

Other Household Members > 18 yrs.

Income Source	Monthly Net Income
Wages/Salary	
Benefits	
Food Stamps	
Child Support	
Other	
Total Amount	

Income/Expense Summary

Total Income	
Total Expenses	
Monthly difference	

Essential Monthly Living Expenses

Expense	Amount
Rent/mortgage	
Property Taxes	
Property Insurance	
Gas/Elec./Utility	
Water/Sewage/Garbage	
Telephone	
Groceries	
Work/school Expenses	
Health Insurance	
Prescriptions	
Health care other	
Car Payment (s)	
Gas/Vehicle Repairs	
Tolls/bus fare/parking	
Auto Insurance	
Taxes/Registration	
Child Day Care	
Alimony/Child Support	
Credit Card Loans	
Other Loans	
Other:	
TOTAL	

Discretionary Monthly Expenses

Discretionary Monthly Ex	penses
Beauty/Barber Shop	
Cable	
Entertainment	
General Recreation	
Clothing Purchases	
Laundry/Dry cleaning	
Pet Care	
Pager/Cell Phones	
Cigarettes/Alcohol	
Religious Organizations	
Gifts	
Other:	
TOTAL	

HOMELESS INTERVENTION PROGRAM

Record of Financial Assistance

							Client Name
							Mortgage or rent
							# months in arrears
							Security deposits
							# months forward
							TANF Funds
							State Funds
							State & TANF
							Total Amount

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT HOMELESS INTERVENTION PROGRAM

ACKNOWLEDGMENT OF RECEIPT OF ECOA; RESPA AND TILA AND DISCLOSURES

$\Gamma \cap$	
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\sim	

- A. I/We acknowledge receipt of the notices and warnings contained herein:
 - 1. **Notice**: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, age (provided the applicant has the capacity to enter into a binding contract), sex marital status, the fact that all or part of an applicants income is derived from a public assistance program, or the fact that the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency which administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Gelman Building, 2120 L Street N. W., Washington, D. C. 20037.
 - 2. **Warning**: No person may be required to designate a courtesy title, such as Mr., Ms., Mrs., or Miss.
 - 3. **Notice**: When applying for a loan, you may use your birth given name, first and surname, of a birth given first name and a combined surname.
 - 4. The federal government has requested that information regarding race, national origin, sex, marital status, and age of applicants for home loans in order to monitor compliance with federal antidiscrimination statutes which prohibit creditors from discriminating against applicants on these bases. The law provides that a lender may neither discriminate on the basis of this information, nor on whether or not it is furnished. Furnishing this information is optional.
 - 5. **Notice**: The Federal Equal Credit Opportunity Act allows the creation of special purpose credit programs for economically disadvantaged persons. If all of the participants of such a program must share one or more characteristics that are protected classifications, then information as to that characteristic may be requested.

Cancel (in duplicate).	<u>G</u>	 ,	
Date:			
Borrowers Signature			
Borrowers Signature			
Duran satur			

I/We hereby acknowledge the previous receipt of the following additional notices and

disclosures: (I) Federal Truth in Lending Disclosures, and (ii) the Notice of the Right to

Department Of Housing And Community Development Homeless Intervention Program

AGREEMENT

eligi	ble to receive the following ass	, Recipient, has been found istance under the Homeless Intervention Program administered , Local Administrator.
	\$	Security Deposit
	\$	Other Deposits
		al residence or for rent due on rental property serving as
		Future installments on obligation secured by a first Deed of al residence or for future rents due on rental property serving as
ъ.	\$	s to Recipient, or on Recipient's account, exceed the total of
1.		de by the Local Administrator as set out above are LOANS and
2.	Unless otherwise provided i	repay all payments IN FULL. n writing by the Local Administrator, repayment shall day of after Recipient receives er this Agreement.
3.	Repayment shall be in mont (30) days prior to the due da on the Local Administrator's	hly installments in an amount to be determined at least thirty ate of the first installment. Monthly installments shall be based as determination of Recipient's ability to pay. There shall be no
4.	interest charged on amounts The Local Administrator, in	owed by Recipient. its sole discretion, may suspend, modify or forgive any

- monthly installment; however, such action shall in no way be construed to alter or amend Recipient's obligation to pay future installments or all of the indebtedness secured by this Agreement and Promissory Note.
- 5. All assistance payments under this Agreement shall be made directly to the Recipient's assignee,
 - . The Local Administrator shall ensure payments are properly credited to Recipient's account
- 6. Recipient shall assign, in writing, his/her right to the refund of any security or utility deposit made with assistance payments under this Agreement to the Local Administrator. Such assignment shall remain effective until Recipient has repaid Local Administrator in full for all deposit assistance payments made under this Agreement.
- 7. The Local Administrator's obligation to make future assistance payments is conditioned on:
 - a. Recipient's good faith effort to follow the Self Sufficiency Plan to which he/she has agreed.
 - b. The continued inability of Recipient to make all current payments on his/her mortgage or rent out of income available to the Recipient, and the continued threat of foreclosure or eviction.
- 8. The existence of these conditions will be determined by the Local Administrator based upon guidelines established by that Local Administrator. By his/her signature below, the Recipient acknowledges receipt of these guidelines.
- 9. If requested, the Recipient will execute a Credit Line Deed of Trust on his/her personal residence to secure repayment of all assistance payments made by the Local Administrator under this Agreement. The Local Administrator reserves the sole right to record this instrument.

Signature of Recipient		Signature of Co-Recipient
	By:	
Name of Local Administrator		Signature of Authorized Representative

Department Of Housing And Community DevelopmentHomeless Intervention Program

BORROWERS CERTIFICATION RE: RESCISSION

TO:	
I/We certify that I/we have not exercised my/our right to cancel or Intervention Loan from	rescind my\our Homeless
Borrower's Signature	Date
Borrower's Signature	Date

Department Of Housing And Community Development Homeless Intervention Program

CREDIT LINE DEED OF TRUST

THIS CREDIT LINE DEED OF TRUST made the day of
between and,
hereinafter called the "Grantor(s)", and of
and of
THIS CREDIT LINE DEED OF TRUST made the day of, between and of hereinafter called the "Grantor(s)", and of and of , Trustees, hereinafter called "Trustees",
WITNESSETH:
Grantor hereby grants and conveys unto the Trustees, with covenants of General Warranty of Title and English Covenants of Title, the following described real estate, with all appurtenances thereunto belonging, lying, and being in theState of Virginia, and more particularly described as follows:
State of Virginia, and more particularly described as follows.
See Exhibit A for Legal Description
Together will all buildings, improvements, fixtures, and appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration and ventilation to said real property and together with all screens, window shades, storm doors and windows, screen doors, awnings, stoves and water heaters from time to time on the said real property (all of which, together with said real property, are hereinafter referred to as the "Property").
IN TRUST TO SECURE to the Noteholder, as in this paragraph defined, the payment of an indebtedness evidenced by one certain promissory note ("Note") of even date herewith made by the Grantor and payable to the order of

or hereafter existing with respect to the Property or any part thereof, including any guarantees of such leases, and Grantor will upon request execute and cause to be recorded supplemental assignments of any specific leases on the Property. In the event of default hereunder the Trustees are fully authorized and empowered in the discretion of the Noteholder to apply for and collect and receive all such rents and enforce such guarantee or indebtedness and obligations hereby secured, after first deducting therefrom such reasonable cost and expenses as may be incurred in the collection of said rents. In the event of default hereunder the Trustees are authorized and empowered to enter upon the Property and to lease it in whole or in part to such person or persons for such purposes and upon such terms as the Trustees may in their sole discretion determine.

Neither any course of dealing by the Trustees or the Noteholder, nor any failure or delay by them to exercise any right, power, or privilege hereunder shall operate as a waiver of such right, power, or privilege; nor shall any single or partial exercise of any right, power, or privilege preclude any other right, power, or privilege.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto, including the Noteholder. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

This Credit Line Deed of Trust shall be construed to impose and confer upon the parties all duties, rights, and obligations prescribed in Section 55-59 of the Code of Virginia of 1950, as amended to date, except to the extent that contrary provisions are herein provided; and the provisions of Sections 55-59 and 55-60 of said code that correspond with the short-form expressions set forth below are incorporated in and made a part of this Credit Line Deed of Trust, namely:

- (a.) "Exemptions waived"
- (b.) "Subject to all upon default"
- (c.) "Renewal, extension, or reinstatement permitted"
- (d.) "Insurance required" An amount equal to the principal sum herein secured, plus the sum secured by all liens, if any, senior in priority to the Credit Line Deed of Trust.
- (e.) "Advertisement required" Once a week for three successive weeks in a newspaper having general circulation in the county or city in which the Property lies, and the Trustee may sell the Property or part thereof on the fifteenth day after the first advertisement or any day thereafter.

(f.) "Any Trustee may act"

The Grantor reserves the right to prepay the Note, in whole or in part, at any time, without penalty.

The Grantor grants to the Noteholder, in his sole discretion and without cause or reason, the right and power to appoint from time to time one or more substitute Trustees, any or all of whom may act.

The Grantor expressly covenants to keep the Property in tenantable condition and in as good condition and repair as at the time of execution hereof.

The Grantor hereby assigns to the Trustees the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property or part thereof, or for conveyance in lieu of condemnation, and at the option of the Noteholder the proceeds shall be paid to the Noteholder for application to the indebtedness and obligations hereby secured after first deducting from the proceeds such reasonable costs and expenses as may be incurred in the collection of the proceeds.

The Grantor covenants and agrees to perform well and faithfully all covenants and duties under any one or more deeds of trust from time to time senior in priority to the Credit Line Deed of Trust, and at the option of the Noteholder, an event of default under any such senior deed of trust shall constitute a default hereunder.

If all or any part of the Property or any interest in it is sold or transferred without the Noteholder's prior written consent, the Noteholder may, at its option, require immediate payment in full of all sums secured by this Credit Line Deed of Trust. If the Noteholder exercises this option, the Noteholder shall give the Grantor notice of acceleration. The notice should provide a period of not less than thirty days from the date the notice is delivered or mailed within which Grantor must pay all sums secured by this Credit Line Deed of Trust. If Grantor fails to pay these sums prior to the expiration of this period, the Noteholder may invoke any remedies permitted by the Credit Line Deed of Trust without further notice or demand on Grantor.

THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS
THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE
Page 33 of 54

PROPERTY CONVEYED.

WITNESS the follow	wing signatures ar	nd seals:	
	Grantor		(Seal)
			(Seal)
COMMONWEALTH OF V	/IRGINIA,		, TO WIT:
I,aforesaid, hereby certify that	nt	, a Notary Pu	blic for the Commonwealth
acknowledged the foregoing	person pe	onally appeared before n	ne this day and
WITNESS my hand and off	icial seal this	day of	,
]	Notary Public	
My commission expires:			
SEAL			

Department Of Housing And Community Development SHARE Homeless Intervention Program DEED OF TRUST

THIS DEED OF TRUST made this	day of	, 19, by and
between		
Grantor, and		
, trustees.		
<u>W</u>	ITNESSETH	
That the Grantor does grant and c the following described real estate, to wit	-	ranty of Title, unto the Trustees
the following described real estate, to with	L.	
DI TDI GT	1 11 04 1 :	0 1 1 1
IN TRUST to secure to the holder		,
renewal or extension thereof, the payment DOLLARS (\$	1 1	
herewith drawn by	by one certain negotiati	e promissory note of even date
11.1 - 4 -		at
and payable to , or at such other place as the holder may	designate in writing sa	id principal and interest being
due and payable as provided in the afores	_	
1 5 1	<i>y</i>	

Together with all fixtures and improvements now or hereafter attached to or used in connection with the property herein described, and with any renewals or replacements of same, and also together with all easements and the rents, issued, and profits of said premises as well as any unearned hazard insurance premium with respect to such property. All or which are hereby pledged, assigned, transferred and set over unto the Trustees, whether now due or hereafter to become due.

Upon a failure in any such respect upon the part of the Grantor, the Trustees or the note holder may, without notice to the grantor, pay unpaid taxes, assessments, levies, and charges against the property, and take such steps as may be necessary to secure or redeem the said property from forfeiture or sale, and effect or renew insurance, and make such repairs, as may be necessary to keep the improvements in good order and repair, and all sums expended in so doing shall be a part of the debt secured by this Deed of Trust and shall be secured as fully as the principal debt and interest.

This conveyance is made under the provisions of Sections 55-59 through 55-60 of the Code of Virginia of 1950 and acts amendatory thereof, and shall be construed to impose and confer upon the parties hereto and beneficiary hereunder all the duties, rights and obligations prescribed by the said Sections, and in short form by reference, the following provisions:

- (a.) Exemptions waived.
- (b.) Renewal or extension permitted.
- (c.) Subject to all upon default.
- (d.) Right of anticipation as set out in the note hereby secured.
- (e.) Insurance required: 80% of the fair market value or in a sufficient amount to cover the debt secured by this Deed of Trust and any indebtedness secured by any Deed of Trust superior to and of greater dignity then this Deed of Trust, whichever amount is greater.
- (f.) All provisions of law concerning postponement of Trustees sales are hereby waived by Grantor; Trustees may postpone sale without advertisement of such postponement.
- (g.) Substitution of Trustees permitted at note holder=s absolute discretion.
- (h.) Any Trustee may act.
- (i.) Advertisement: Three times in a newspaper having general circulation the city or county wherein the property hereby conveyed is located.

If any lien upon the property hereby conveyed, superior to the lien of this Deed of Trust, be in default, then the entire debt secured shall, at the option of the note holder hereunder, become immediately due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise such option.

No failure of the Trustees or the holder upon any occasion to exercise any option hereunder shall be taken of deemed to be a waiver of the right to exercise such option upon any other occasion. The covenants contained herein shall bind, and the benefits shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

NOTICE: THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF A SALE OR CONVEYANCE OF THE PROPERTY HEREBY CONVEYED.

GRANTOR SHALL COMPLY WITH ALL TERMS AND CONDITIONS OF A
CERTAIN COUNSELING AGREEMENT DATED
FAILURE TO COMPLY WITH THE TERMS AND CONDITIONS OF THE AFORESAID
AGREEMENT SHALL CONSTITUTE A DEFAULT UNDER THIS DEED OF TRUST, AND
THE NOTE SECURED BY THIS DEED OF TRUST SHALL BE IMMEDIATELY DUE AND
PAYABLE IN FULL.

WITNESS the following signature(s) and seal(s):

(SEAL)

STATE OF VIRGINIA

City/County of

The foregoing instrument was acknowledged before me this ______ day of
______, 19_____, by

My commission expires: ___ / __ / _____

Notary Public

HOMELESS INTERVENTION PROGRAM ELIGIBILITY EVALUATION

A.	HOUSING ELIGIBILITY (Check those applicable to case)
	Unlawful Detainer Housing within Fair Market Guidelines
	Pay or Quit Notice Verification of Homelessness
	30 Day Mortgage Notice Security Deposit Verification
	60 Day Mortgage Notice Other :
B.	FINANCIAL ELIGIBILITY (Check those applicable to case)
	Proof of Monthly Income Total Household Monthly Income within Program Guidelines
C.	RESOURCES
	Verification that there are no other resources available (or that all other resources have been exhausted) Monthly surplus/deficit within Program Guidelines
	(All applicants must complete the Monthly Living Expenses and Resources form.)
D.	ELIGIBILITY SUMMARY Briefly describe the applicants situation, the nature of the temporary crisis, explain why this situation was unavoidable, and the applicants ability to become self sufficient.
If de	rmination: Approved Denied nied, was decision appealed? YesNo ome of appeal:
Perso Date	on Completing Eligibility Evaluation:

Department Of Housing And Community Development

Homeless Intervention Program

GOOD FAITH ESTIMATE OF SETTLEMENT CHARGES

Listed below is the Good Faith Estimate of Settlement Charges, made pursuant to the				
requirement of the Re	eal Estat	te Se	ettlement Procedures Act (RESP.). These figures are	only
estimates, and the act	ual cha	rges (due at settlement may be different.	
Loan Amount	\$			
Interest Rate	\$	0	<u>%</u>	

I. Calculation of the Amount Financed

Date

The amount of the loan in this transaction is	\$	
Less estimated prepaid finance charges	\$	<u>)</u>
Application fee	\$	<u>)</u>
Other	\$	<u>)</u>
TOTAL AMOUNT FINANCED	\$	

II. Calculation of Estimated Settlement Charges

The following numbered items will correspond with the numbered items as shown on your final Statement of Settlement costs, which will be provided by your settlement attorney.

809	Application fee			\$ 0
903	Hazard insurance prem	nium		\$ 0
1001	Hazard insurance	months at \$	/month	\$ 0
1004	Property taxes	months at \$	/month	\$ 0

1107	Attorney's fees Includes: 1101 settlement of closing fee 1102 abstract or closing fee 1103 title examination 1104 title insurance binder 1105 document preparation fee 1106 notary fees	\$	0	
1108	Title instance	\$	S	0
1109	Lender's coverage (included in line 1108)			
1110	Owner's coverage (included in line 1108)			
based on the am	ctual charges may be more or less than the a on the amount of the loan and rate of intere ver all items you may be required to pay at nount of any such other charges. For an exp nent cost booklet for full explanations.	st for which you has settlement and you	ave appli may wi	ed. This form does th to inquire as to
	ncknowledge receipt of the "Good Faith Est ment Procedures Act of 1974.	imate" in accordan	ce with t	he Real Estate
Borrov	wer		D	ate
Co-Bo	orrower		_	

Department Of Housing And Community DevelopmentHomeless Intervention Program

PROMISSORY NOTE

DATE:	AMOUNT: \$
Local Administrator at its principal offic Virginia, all money lo	orrower and all co-borrowers signing below) will pay the see at aned to me under the above agreement up to Dollars (\$
).	· ·
which shall be based on Local Administ monthly payments are due and payable l	rator shall demand repayment in monthly installments rator so determination of my ability to repay. All by the tenth of the month. If monthly installments are tor, at its sole option, shall have the right to declare the ssory Note due and owing.
	ole discretion, may suspend, modify, or forgive any on shall in no way alter or amend Recipient∋s obligation
	l commence on (date) after I receive greement. If more than one person signs this Note, we e made to pay the full amount due.
	Recipient/Co-Borrower
	Recipient/Co-Borrower
REPAYMENT PLAN:	
\$@	
\$@	= \$

TOTAL: \$

Department Of Housing And Community Development Homeless Intervention Program

NOTICE OF RIGHT TO CANCEL

YOUR RIGHT TO CANCEL:

You are entering into a transaction that will result in a mortgage lien on your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

1. The date of the transaction, which is

;or

2. The date you received your Truth in Lending disclosures

;or

3. The date you received this notice of your right to cancel.

If you cancel the transaction, the mortgage lien is also canceled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the mortgage lien on your home has been canceled. In addition, we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given to you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

HOW TO CANCEL:

I WISH TO CANCEL:

Borrower's signature

If you decide to cancel this transaction, you may do so by notifying us in writing at:

You may use any written statement that is signed and dated by you, and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice by midnight of ______, or no later than midnight of the third business day following the last of the three events listed above. If you send or deliver you written notice to cancel some other way, it must be received at the above address no later than that time.

Date

Borrower's signature Date

Department Of Housing And Community Development Homeless Intervention Program

TRUTH IN LENDING DISCLOSURES

Borrowers Name			
	Interest Ra	ate: <u>0%</u>	
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL PAYMENTS
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all scheduled payments.
0%	\$0	\$	S

PAYMENT SCHEDULE

Payment will be made monthly	, due upon the first day of the month, and will commence
upon	Payments will be deemed late as of the tenth
(10th) of the month and a late charge o	f \$ will be due from the borrower. The
term of the loan is months.	The loan will become due and payable wither upon defaul
under the loan documents or upon the	occurrence of one of the following: sale or transfer of the
property securing the loan; the failure of	of the Borrower to occupy such property for a period
exceeding 180 consecutive days; use of	f the property for purposes other than a principal
residence, and nine months after the de	eath of the Borrower, or, in the case of joint Borrowers, the
death of the last surviving Borrower; p	rovided, however, that the term of a loan may never
exceed fifty (50) years.	

INTEREST RATE

No interest will be charged the Borrower. The \square Good Faith Estimate" of the charges likely to be incurred at settlement has been provided.

SECURITY

You are giving a security interest in your property to secure this loan.			
LATE CHARGES			
When a loan payment is late, there is a late charge of \$ This amount will be added to your total indebtedness.			
PREPAYMENT			
There is no financial penalty for paying your loan off early.			
ASSUMPTION			
Someone buying your property will not be allowed to assume this loan.			
See your loan documents for additional, more detailed information about default and events that require repayment in full, either before or on the contractual maturity date. Please refer to the \square Good Faith Estimate" for an itemization or Amount Financed.			
I/We hereby acknowledge receipt of this disclosure:			
Borrower Date			
Borrower			

HOMELESS INTERVENTION PROGRAM Landlord Vendor Authorization For Payment

This authorization is a promise by the agency that payment described below will be made to the Landlord on behalf of the client when this form is signed and returned to the agency.

TO:	FROM:	
LANDLORD:	Agency:	
Address		
Phone #	Phone #	
FOR:		
Client's Name	Case #	
Address of Property		
returned to this agency. In addition, futu	payment(s) when this form is signed by the above are rental assistance payments may be made to the needs, circumstances, and Program compliance.	
Security Deposit of \$		
Back rent/late fees of \$	 for period from	_ to
Current rent of \$		
Total Payment to be made \$		
Signature and Title of Author	rized Agency Representative	Date
lease if that is my normal practice. I agr	posit, I agree to accept the above client as a tenant ree to return the security deposit (less any deduction bove agency when the tenant moves out of the pro-	ons for damages
amount in back rent and late fees. I agree or active eviction action and will not evi agree I will continue to rent the above proby the agency is or will be made. If the eviction for nonpayment of rent if the above the agency is or will be made.	e fees and /or current rent, I certify that I am owed that in return for payment of that amount, I will get the above client for late or non-payment of that roperty to the above client for the period of time fragency is making partial payments, I understand bove client does not make his/her share of the payments, I may pursue eviction if the above client does	stop any pending t rent. I further for which payment I may pursue ment in a timely
Signature o	of Landlord	Date

HOMELESS INTERVENTION PROGRAM Mortgagee Vendor Authorization For Payment

This authorization is a promise by the agency that payment described below will be made to the Mortgagee on behalf of the client when this form is signed and returned to the agency.

TO:	FROM:	
MORTGAGEE:	Agency:	
Address:	Address:	
Phone #	Phone #	
FOR:		
Client's Name Case # Address of Property		
Back mortgage/late fees of \$	for period from	to
Current mortgage payment of \$	for partial/full payment f	or
Total Payment to be made \$		
Signature and Title of Authorized	Agency Representative	Date
The undersigned certifies that he/she is an the above-mentioned property and is ow and late fees. The mortgagee agrees to ac and discontinue any pending or active cotime payments are made. Mortgagee uninitiated if the mortgagor does not meet he terms of the mortgage agreement. The above a copy of any notice to the mortgage.	yed the amounts listed for deli- ecept payments made on behalf llection and foreclosure actions inderstands that foreclosure pro- is/her obligations or does not comortgagee agrees to provide	nquent payments of the mortgagor of for the period of occedures may be omply with other the agency listed
Signature and Title of Authorized N	Mortgagee Representative	Date

Definitions

Application means the request, on behalf of the Local Administrator for a funding reservation for the administration of the SHARE Homeless Intervention Program.

DHCD means the Virginia Department of Housing and Community Development.

Fair Market Rent means the maximum amount paid for rent, including the cost of utilities, except telephone in specific geographic area based ion the number of bedrooms in the housing unit, as established by the U.S, Department of Housing and Urban Development.

Grant means funds for rental assistance or security deposit for program recipients that do not have to be repaid by the recipient.

Homeless means persons or families that are without housing, at imminent danger of losing their housing through eviction or foreclosure, or living in doubled up, overcrowded or substandard housing.

HIP means the Homeless Intervention Program.

HIP Applicants means individuals or families who apply for financial assistance through HIP.

HIP Recipients means the individuals or families who receive financial assistance through HIP.

Housing Counseling Services means that programs are expected to provide professional housing counseling services and employ qualified personnel. Funding for these services include the salary and benefit costs for the assigned housing counselor and all associated operations costs (travel, phones, office space, paper supplies, etc.)

Housing Counselor means a professional who has, or is fully committed to becoming a certified housing counselor according to the standards set by the Virginia Association of Housing Counselors.

HUD means the U.S. Department of Housing and Urban Development.

Loan means funds for mortgage, rental or security deposit assistance for program recipients are repaid according to a schedule developed by the Local Administrator.

Local Administrator means a nonprofit, incorporated organization or a

governmental entity, with which DHCD, in its sole discretion, enters into a contract for undertaking local prevention activities using HIP assistance. Examples of Local Administrators include, but are not limited to cities, towns, planning district commissions, local departments of social services, local departments of health, public housing authorities, and area agencies on aging, community action groups, shelter providers and nonprofit housing organizations.

Low Income means less than 80% of area median income for the service area as established by HUD.

Operations Manual means the established program expectations, guidelines and standards for the program. This manual includes all required forms and reporting documents.

Rental Assistance means the monthly amount paid to assist recipients with their rent at a residential unit containing complete kitchen and bath facilities.

Recipient means the individual or families who receive financial assistance through HIP.

Security Deposit Assistance means the amount paid or guaranteed to a prospective landlord to cover fees required prior to move-in to secure against damages, unpaid rent, as a key deposit as well as the amount paid to a utility company for a utility deposit.

Self-Sufficiency Plan means a plan of action agreed upon by a housing counselor and a HIP recipient to ensure the recipient will be able to meet housing and other expenses at the end of the term of HIP financial assistance.

Service Area means the area identified for administration of HIP by a Local Administrator

Service Jurisdiction means the eligible jurisdictions, as determined by DHCD, which may be served by those applying to administer HIP.